



**Pullman Incorporated**

RECORDATION NO. 7454-C Filed & Recorded

NOV 15 1976 1 50 PM

**INTERSTATE COMMERCE COMMISSION**

200 South Michigan Ave  
Chicago, Illinois 60604  
(312) 322-7049  
Telex 25-4036

**William O. Eldridge**  
Attorney

November 11, 1976

6-320A104

Secretary  
Interstate Commerce Commission  
Washington, D. C. 20423

Re: Section 20c Filing  
Pullman Transport Leasing Company  
Supplemental Agreement No. 3  
Equipment Trust Agreement  
Dated as of April 1, 1974  
(Series 5)

RECEIVED  
NOV 15 1 46 PM '76  
CERTIFICATION UNIT

Dear Mr. Secretary:

Enclosed for recording under Section 20c of the Interstate Commerce Act are executed counterparts Numbers 1, 2 and 3 of the Supplemental Agreement No. 3, (hereinafter referred to as the "Supplement"), dated as of June 10, 1976 to the Equipment Trust Agreement, (hereinafter referred to as the "Agreement"), dated as of April 1, 1974 between The Chase Manhattan Bank, as Trustee, One Chase Manhattan Plaza, New York, New York 10015, and Pullman Transport Leasing Company, 200 South Michigan Avenue, Chicago, Illinois 60604. The Agreement was filed with the Commission on March 29, 1974 and was assigned Recordation Number 7454. Supplemental Agreement No. 1 dated as of April 4, 1974 was filed with the Commission on May 10, 1974 and was assigned Recordation Number 7454-A. Supplemental Agreement No. 2 dated as of January 21, 1976 covering the change in the name of Pullman Transport Leasing Company to Pullman Leasing Company was filed with the Commission on July 12, 1976 and was assigned Recordation Number 7454-B.

Under the Agreement, the Trustee leases the Trust Equipment described therein to the Pullman Leasing Company, formerly known as Pullman Transport Leasing Company.

*Counterparts of Supplemental Agreement No. 3*



Secretary  
Interstate Commerce Commission  
November 11, 1976  
Page No. Two

Twenty-five of the units of Trust Equipment covered by the Agreement have become worn out, unsuitable for use, lost or destroyed since April 1, 1974 and Pullman Leasing Company and the Trustee have entered into the Supplement for the purpose of removing such Trust Equipment from the Agreement and for the purpose of substituting 15 other units of Equipment therefor.

I am also enclosing a Pullman Leasing Company check payable to the order of the Interstate Commerce Commission in the amount of \$10.00 as the recording fee for recording the Supplement.

Pursuant to the Commission's rules and regulations for recording of certain documents under Section 20c of the Interstate Commerce Act, please duly file two of the enclosed counterparts for record in your office and return the remaining copy, together with the Certificate of Recording, to the messenger making this delivery.

If you have any question concerning this request, please call me collect.

Very truly yours,

WOE/tb  
Enclosures

**Interstate Commerce Commission**

**Washington, D.C. 20423**

**11/15/76**

**OFFICE OF THE SECRETARY**


**William O. Eldridge  
Pullman Incorporated  
200 South Michigan Avenue  
Chicago, Illinois 60604**

**Dear**

**Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 20(c) of the Interstate Commerce Act, 49 U.S.C. 20(c), on **11/15/76** at **1:50pm** , and assigned recordation number(s) **7010-D & 7454-C**

Sincerely yours,

  
Robert L. Oswald  
Secretary

**Enclosure(s)**

**SE-30  
(5/76)**

RECORDATION NO. 7454-2 Filed & Recorded

NOV 15 1976 - 1 22 PM

~~INTERSTATE COMMERCE COMMISSION~~

EXECUTED IN 10 COUNTERPARTS

COUNTERPART NO. 2

PULLMAN TRANSPORT LEASING COMPANY

EQUIPMENT TRUST

(Series 5 )

SUPPLEMENTAL AGREEMENT NO. 3

Dated as of June 10, 1976

TO

Equipment Trust Agreement

Dated as of April 1, 1974

BY AND BETWEEN

The Chase Manhattan Bank  
(National Association) Trustee

AND

Pullman Transport Leasing Company

SUPPLEMENTAL AGREEMENT NO. 3

EQUIPMENT TRUST AGREEMENT

DATED AS OF April 1, 1974

(Series 5 )

This Supplemental Agreement, (hereinafter called the "Supplemental Agreement"), dated as of June 10, 1976 , by and between The Chase Manhattan Bank (National Association), a national banking association incorporated and existing under the laws of the United States, as Trustee, (hereinafter called the "Trustee"), and Pullman Leasing Company, formerly known as Pullman Transport Leasing Company, a corporation duly organized and existing under the laws of the State of Delaware, (hereinafter called the "Company").

WHEREAS, the Trustee, as Trustee, and the Company entered into an Equipment Trust Agreement dated as of April 1, 1974 and have heretofore amended such Equipment Trust Agreement, (which Equipment Trust Agreement as so amended is hereinafter called the "Equipment Trust Agreement"); and

WHEREAS, several units of the Trust Equipment, as defined in the Equipment Trust Agreement have become worn out, unsuitable for use, lost or destroyed and have been reported by the Company to the Trustee as required by Section 5.08 of the Equipment Trust Agreement; and

WHEREAS, in accordance with Section 5.06 of the Equipment Trust Agreement, the Company wishes to convey to the Trustee other Equipment, as defined in the Equipment Trust Agreement, which has a value to the Company of not less than the value of such units of Trust Equipment which have become worn out, unsuitable for use, lost or destroyed in lieu of delivering to the Trustee cash equal to the value of such units of Trust Equipment; and

WHEREAS, Section 12.01 of the Equipment Trust Agreement authorizes the Trustee and the Company to enter into

an agreement or agreements supplemental to the Equipment Trust Agreement which do not adversely affect the interests of the holders of Trust Certificates, as defined in the Equipment Trust Agreement, without the consent of such holders; and

WHEREAS, pursuant to the provisions of Section 12.01 of the Equipment Trust Agreement, the Trustee and the Company heretofore have entered into Supplemental Agreement No. 1 dated as of April 4, 1974 and Supplemental Agreement No. 2 dated as of January 20, 1976; and

WHEREAS, the Trustee and the Company desire to enter into the Supplemental Agreement to permit such substitution of such units of Equipment for such units of Trust Equipment.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Trustee and the Company agree as follows:

1. Attached hereto as Schedule A is a list of units of Trust Equipment which have become worn out, unsuitable for use, lost or destroyed since April 1, 1974. Each of such units of Trust Equipment are hereby deleted from Schedule A to the Equipment Trust Agreement.


2. Attached hereto as Schedule B is a list of units of Equipment which are to be conveyed by the Company to the Trustee in accordance with Section 5.06 of the Equipment Trust Agreement in substitution for the units of Trust Equipment listed in Schedule A hereto. Upon such conveyance by the Company, such units of Equipment shall be substituted for units of Trust Equipment listed in Schedule A hereto and shall become Trust Equipment.

3. The Equipment Trust Agreement, as further amended by the Supplemental Agreement, shall continue in full force and effect.

In Witness Whereof, the Trustee and the Company have caused their names to be signed hereto by their respective

officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

Attest:

  
D. C. Harris  
Assistant Secretary

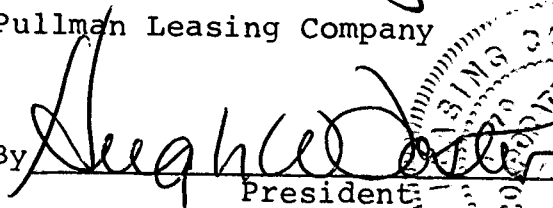
Attest:

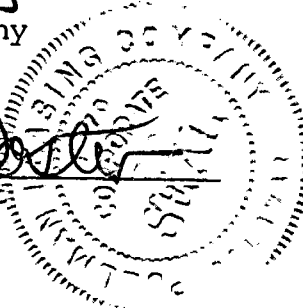
Jerome F. Reayl  
Assistant Secretary

The Chase Manhattan Bank  
(National Association)

By   
Vice President

Pullman Leasing Company

By   
President



STATE OF NEW YORK,  
COUNTY OF NEW YORK) SS.:

On this 28th day of October, 1976, before me personally came J.A. Payne, to me known, who, being by me duly sworn, says that he resides at Cold Spring, New York 10516, that he is Vice President of The Chase Manhattan Bank, N. A., one of the corporations described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said corporation, and that he signed his name thereto by like authority.

*Isabelle B. Shaw*  
Notary Public

ISABELLE B. SHAW  
NOTARY PUBLIC, State of New  
No. 43-3619760  
Qualified in Richmond County  
Certificate Filed with New York Co.  
Commission Expires March 30, 1

STATE OF ILLINOIS, )  
COUNTY OF COOK, ) SS.:

On this 17th day of June, 1976, before me personally came Hugh W. Foster, to me known, who, being by me duly sworn, says that he resides at 200 South Michigan Avenue, Chicago, Illinois, that he is the President of PULLMAN LEASING COMPANY, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

*Marionette Armstrong*  
Notary Public

My Commission Expires: 5-15-79

SCHEDULE A  
EQUIPMENT TRUST AGREEMENT  
DATED AS OF APRIL 1, 1974  
(Series 5)

<u>Quantity</u>	<u>Description</u>	<u>Car Numbers</u>	<u>Fair Value</u>	<u>Equipment first put into use not later than</u>
1	20800 gallon, non-insulated Tank Car	PTLX 120167	\$ 16,402.40	December, 1973
1	5820 cu. ft., 100-Ton Covered Hopper Car	PTLX 41824	\$ 20,691.44	May, 1973
1	4750 cu. ft., 100 Ton Covered Hopper Car	PTLX 33949	\$ 14,452.77	April, 1973
9	4750 cu. ft., 100 Ton Covered Hopper Car	PTLX 33892; 33913; 33916; 33929; 33936; 33941; 33943; 33954; 33955	\$130,074.93	May, 1973
4	4750 cu. ft., 100 Ton Covered Hopper Car	PTLX 34074; 34094; 34104; 34136	\$ 64,146.68	September, 1973
6	4750 cu. ft., 100 Ton Covered Hopper Car	PTLX 34345; 34408; 34448; 33453; 34742; 34802	\$ 93,746.95	October, 1973
3	4750 cu. ft., 100 Ton Covered Hopper Car	PTLX 34817; 34905; 34930	\$ 47,288.91	December, 1973
<hr/> 25			<hr/> \$386,804.08	

SCHEDULE B  
EQUIPMENT TRUST AGREEMENT  
DATED AS OF APRIL 1, 1974  
(Series 5)

<u>Quantity</u>	<u>Description</u>	<u>Car Numbers</u>	<u>Original Cost</u>	<u>Fair Value</u>	<u>Equipment first put into use not later than</u>
12	20800 gallon, non-insulated, Tank Car	PTLX 120303 to 120314, both inclusive	\$334,275.00	\$317,227.08	January, 1975
3	23500 gallon non-insulated Tank Car	PTLX 223704 to 223706, both inclusive	\$ 93,847.32	\$ 89,072.28	December, 1974
—					
15			\$428,122.32	\$406,299.36	